IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

UNILOC USA, INC., and UNILOC LUXEMBOURG S.A.,	§	
	§	
	§	
Plaintiffs,	§	
	§	
v.	§	CIVIL ACTION NO. 6:14-cv-921
	§	**JURY TRIAL DEMANDED**
PERKINELMER INC.	§	
	§	
Defendant.	§	

PLAINTIFFS' ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

Plaintiffs Uniloc USA, Inc. ("Uniloc USA") and Uniloc Luxembourg S.A. ("Uniloc Luxembourg") (collectively, "Uniloc") file this Original Complaint against PerkinElmer Inc. ("PerkinElmer" or "Defendant") for the infringement of U.S. Patent No. 5,579,222 ("the '222 patent").

THE PARTIES

1.   Uniloc USA, Inc. ("Uniloc USA") is a Texas corporation with its principal place of business at Legacy Town Center I, Suite 380, 7160 Dallas Parkway, Plano, Texas 75024. Uniloc USA also maintains a place of business at 102 N. College, Suite 806, Tyler, Texas 75702.

2.   Uniloc Luxembourg S.A. ("Uniloc Luxembourg") is a Luxembourg public limited liability company, with its principal place of business at 15, Rue Edward Steichen, 4th Floor, L-2540, Luxembourg (R.C.S. Luxembourg B159161).

3.   Uniloc Luxembourg and Uniloc USA are collectively referred to as "Uniloc." Uniloc has researched, developed, manufactured, and licensed information security technology solutions, platforms and frameworks, including solutions for securing software applications and digital content. Uniloc owns and has been awarded a number of patents. Uniloc's technologies

enable, for example, software and content publishers to distribute and sell their high-value technology assets securely with minimum burden to their legitimate end users. Uniloc's technologies are used in several markets including, for example, software and game security, identity management, intellectual property rights management, and critical infrastructure security.

4.   PerkinElmer, Inc. ("PerkinElmer") is a Massachusetts corporation headquartered at 940 Winter Street, Waltham, Massachusetts 02451. PerkinElmer may be served with process through its registered agent, CT Corporation System, 155 Federal Street, Suite 700, Boston, Massachusetts 02110.

5.   Upon information and belief, PerkinElmer does business in the State of Texas and in the Eastern District of Texas.

JURISDICTION AND VENUE

6.   Uniloc brings this action for patent infringement under the patent laws of the United States, namely 35 U.S.C. §§ 271, 281, and 284-85, among others. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338(a), and 1367.

7.   Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(c) and 1400(b). On information and belief, PerkinElmer is deemed to reside in this judicial district, has committed acts of infringement in this judicial district, has purposely transacted business involving its accused products in this judicial district and/or, has regular and established places of business in this judicial district.

8.   PerkinElmer is subject to this Court's personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due at least to their substantial business in this State and judicial district, including: (A) at least part of its past infringing activities alleged herein; and (B)

regularly doing or soliciting business, engaging in other persistent conduct, and/or deriving substantial revenue from goods sold and services provided to Texas residents.

COUNT I
(INFRINGEMENT OF U.S. PATENT NO. 5,579,222)

9.   Uniloc incorporates paragraphs 1 through 8 herein by reference.

10.   Uniloc Luxembourg is the owner, by assignment, of the '222 patent, entitled "DISTRIBUTED LICENSE ADMINISTRATION SYSTEM USING A LOCAL POLICY SERVER TO COMMUNICATE WITH A LICENSE SERVER AND CONTROL EXECUTION OF COMPUTER PROGRAMS." A true and correct copy of the '222 patent is attached as Exhibit A.

11.   Uniloc USA is the exclusive licensee of the '222 patent with ownership of all substantial rights in the '222 patent, including the right to grant sublicenses, exclude others and to enforce, sue and recover damages for past infringements.

12.   The '222 patent is valid, enforceable against past infringements, and was duly issued in full compliance with Title 35 of the United States Code.

13.   PerkinElmer has directly infringed one or more claims of the '222 patent in this judicial district and elsewhere in Texas, including at least Claim 18, either literally or under the doctrine of equivalents, without the consent or authorization of Uniloc, by or through making, using, offering for sale, selling and/or importing software that utilizes concurrent license administration functionality capable of determining the availability of licenses for one or more of PerkinElmer software titles.[1] PerkinElmer's infringing software titles include, as non-limiting examples, LimsLink and Nexxis iLab.

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[1] On information and belief, an available license is sometimes referred to as a "floating" and/or "commuter" license, and/or one that may be "checked out" and/or "borrowed"; however, the

14.   PerkinElmer provides, for example, the following information concerning LimsLink licensing:

Question:

When starting LimsLink I receive a message "Licensing Error: Cannot connect to network host."

Answer:

You must obtain a valid license file from PerkinElmer.

By default the LMX Licence tool is installed with the iLAB or LimsLink installation. Once the iLAB or LimsLink installation is complete, the user is required to generate an Host ID file that is to be sent back to PerkinElmer labsolutionssupport@perkinelmer.com .

15.   PerkinElmer also provides, for example, the following information concerning Nexxis iLab licensing:

Question:

How do I request a license for a new iLAB 5.x installation?

Answer:

Generate the HostID File

1. Locate the LMX License tool. The default location used by the install is: C:\Program Files\Labtronics\Nexxis iLAB v5\License Server\

2. Open the lmxconfigtool.exe

3. Select the Hostid Tab.

4. Click Save to File. (Tip: Name the file the same as computer)

5. Send the file to Technical Support.

16.   PerkinElmer may have been infringing the '222 patent through other software utilizing the same or reasonably similar concurrent license administration functionality. Uniloc reserves the right to discover and pursue relief against all such infringing instrumentalities. To be clear, the LimsLink and Nexxis iLab software titles are identified for example purposes only and should in no way limit the infringement allegations and discovery concerning other software titles that utilize the same or reasonably similar concurrent license administration functionality.

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infringement allegations should in no way be limited by particular phraseology or nomenclature used to describe how certain licenses are made available for use.

17.   On information and belief, to the extent any marking was required by 35 U.S.C. § 287, Uniloc and all predecessors in interest to the '222 patent complied with any such requirements.

18.   Uniloc has been damaged as a result of PerkinElmer's past infringing conduct described in this Count. PerkinElmer is, thus, liable to Uniloc in an amount that adequately compensates it for PerkinElmer's past infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

19.   Uniloc has entered into a Patent License, Release and Settlement Agreement with Flexera Software LLC ("Flexera"). Uniloc is not alleging infringement of the patent-in-suit based on any product, software, system, method or service provided by Flexera Software LLC or any Flexera Predecessor ("Flexera Products"). For purposes of this action, a Flexera Predecessor is any predecessor business owned or controlled by Flexera, including, but not limited to, C-Dilla Limited, GLOBEtrotter Software, Inc., InstallShield Software Corporation, Flexera Holding LLC, Flex co Holding Company, Inc., Flexera Software Inc., Acresso Software Inc., Intraware, Inc., Managesoft Corporation, HONICO Software GmbH, LinkRight Software, L.L.C., and Logiknet, Inc. (d/b/a SCCM Expert) and only to the extent of, and limited to, the specific business, technologies and products acquired by Flexera from each of them, and Macrovision Corporation (renamed Rovi Solutions Corporation in July 2009) only to the extent of, and limited to, the specific business, technologies and products acquired by Flexera Holdings Company, Inc. in April 2008 (renamed Acresso Software Inc.), which later changed its name in October 2009 to Flexera Software LLC. For purposes of this action, Flexera Products do not include any third party products or services that provide activation, entitlement, licensing, usage monitoring and management, auditing, or registration functionality or third party products and services that are

activated, licensed or registered exclusively and independently of products, software, systems, methods or services provided by Flexera or Flexera Predecessors. All allegations of past infringement by PerkinElmer herein are made exclusively and independently of the authorized use of Flexera Products.

JURY DEMAND

Uniloc hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure.

PRAYER FOR RELIEF

Uniloc requests that the Court find in its favor and against PerkinElmer, and that the Court grant Uniloc the following relief:

    a.   Judgment that one or more claims of the '222 patent has been infringed, either literally and/or under the doctrine of equivalents, by PerkinElmer;

    b.   Judgment that PerkinElmer account for and pay to Uniloc all damages to and costs incurred by Uniloc because of PerkinElmer's past infringing activities and other conduct complained of herein;

    c.   That Uniloc be granted pre-judgment and post-judgment interest on the damages caused by PerkinElmer's past infringing activities and other conduct complained of herein; and

    d.   That Uniloc be granted such other and further relief as the Court may deem just, and proper under the circumstances.

Respectfully submitted,

By: */s/ Steven N. Williams*
Steven N. Williams
swilliams@mcdolewilliams.com
Texas Bar No. 21577625
Kenneth P. Kula
kkula@mcdolewilliams.com
Texas Bar No. 24004749
William Z. Duffy
zduffy@mcdolewilliams.com
Texas Bar No. 24059697
McDOLE WILLIAMS
A Professional Corporation
1700 Pacific Avenue, Suite 2750
Dallas, Texas 75201
(214) 979-1122 - Telephone
(214) 979-1123 – Facsimile

James L. Etheridge
Texas State Bar No. 24059147
ETHERIDGE LAW GROUP, PLLC
2600 E. Southlake Blvd., Suite 120 / 324
Southlake, Texas 76092
Telephone: (817) 470-7249
Facsimile: (817) 887-5950
Jim@EtheridgeLaw.com

ATTORNEYS FOR PLAINTIFFS
UNILOC USA, INC. AND UNILOC
LUXEMBOURG S.A.